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UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA

MARIA GUADALUPE DIAZ; A.D., a  
minor by and through his Guardian Ad  
Litem, MARIA GUADALUPE DIAZ;  
A.D., a minor by and through his  
Guardian Ad Litem, MARIA  
GUADALUPE DIAZ; LEONARDO  
DIAZ; and RAMONA RAMIREZ DE  
DIAZ,

Plaintiffs,

v.

CITY OF TORRANCE; and DOES 1-10,  
inclusive,

Defendants.

Case No. 2:25-cv-03389-JLS(JCx)

Honorable Josephine L. Staton  
Courtroom 8A

**STIPULATION AND  
PROTECTIVE ORDER**

[CHANGES MADE BY COURT TO  
PARAGRAPHS 8 & 9]

Action filed: 04/17/25

1           **1.    A.    PURPOSES AND LIMITATIONS**

2           As the parties have represented that discovery in this action is likely  
3 to involve production of confidential, proprietary, or private information for  
4 which special protection from public disclosure and from use for any purpose  
5 other than prosecuting this litigation may be warranted, this Court enters  
6 the following Protective Order. This Order does not confer blanket  
7 protections on all disclosures or responses to discovery. The protection it  
8 affords from public disclosure and use extends only to the limited  
9 information or items that are entitled to confidential treatment under the  
10 applicable legal principles. Further, as set forth in Section 12.3, below, this  
11 Protective Order does not entitle the parties to file confidential information  
12 under seal. Rather, when the parties seek permission from the court to file  
13 material under seal, the parties must comply with Civil Local Rule 79-5 and  
14 with any pertinent orders of the assigned District Judge and Magistrate  
15 Judge.

16           **B.    GOOD CAUSE STATEMENT**

17           This action is likely to involve discovery that is confidential and  
18 privileged for which special protection from public disclosure and from use  
19 for any purpose other than prosecution of this action is warranted. Such  
20 confidential and proprietary materials and information consist of, among  
21 other things, information pertaining to Torrance Police Department's  
22 ("TPD") investigation of the underlying criminal activities, as well as peace  
23 officer personnel file information and/or documents which the Parties agree  
24 includes (1) Personal data, including marital status, family members,  
25 educational and employment history, home addresses, or similar  
26 information; (2) Medical history; (3) Election of employee benefits; (4)  
27 Employee advancement, appraisal or discipline; and (5) Complaints, or  
28 investigations of complaints, if any, concerning an event or transaction in

1 which a peace officer participated, or which a peace officer perceived, and  
2 pertaining to the manner in which the peace officer performed his or her  
3 duties. Such confidential materials and information consist of, among other  
4 things, materials entitled to privileges and/or protections under the  
5 following: United States Constitution, First Amendment; the California  
6 Constitution, Article I, Section 1; California Penal Code §§ 832.5, 832.7 and  
7 832.8; California Evidence Code §§ 1040 and 1043 et. seq; the Privacy Act of  
8 1974, 5 U.S.C. § 552; Health Insurance Portability and Accountability Act  
9 of 1996 (HIPPA); the right to privacy; decisional law relating to such  
10 provisions; and information otherwise generally unavailable to the public,  
11 or which may be privileged or otherwise protected from disclosure under  
12 state or federal statutes, court rules, case decisions, or common law.  
13 Defendants also contend that such confidential materials and information  
14 is entitled to the Official Information Privilege. *Sanchez v. City of Santa*  
15 *Ana*, 936 F.2d 1027, 1033 (9th Cir. Cal. 1990); *see also Kerr v. United States*  
16 *Dist. Ct. for N.D. Cal.*, 511 F.2d 192, 198 (9th Cir. Cal. 1975). *Aff'd*, 426 U.S.  
17 394, 96 S. Ct. 3229, 48 L.Ed.2d 725 (1976). The information is otherwise  
18 generally unavailable to the public, or may be privileged or otherwise  
19 protected from disclosure under state or federal statutes, court rules, case  
20 decisions, or common law. Further, discovery may require depositions,  
21 written discovery and/or the production of certain TPD Policies and  
22 Procedures, and peace officer training information the public disclosure of  
23 which could comprise officer safety, and/or raise security issues.  
24 Additionally, public disclosure of such information poses a substantial risk  
25 of embarrassment, oppression, and/or physical harm to peace officers whose  
26 confidential information is disclosed. The risk of harm to peace officers is  
27 greater than with other government employees due to the nature of their  
28 profession. The benefit of public disclosure of confidential information is

1 minimal while the potential disadvantages are great.

2 Accordingly, to expedite the flow of information, to facilitate the  
3 prompt resolution of disputes over confidentiality of discovery materials, to  
4 adequately protect information the parties are entitled to keep confidential,  
5 to ensure that the parties are permitted reasonable necessary uses of such  
6 material in preparation for and in the conduct of trial, to address their  
7 handling at the end of the litigation, and serve the ends of justice, a  
8 protective order for such information is justified in this matter. It is the  
9 intent of the parties that information will not be designated as confidential  
10 for tactical reasons and that nothing be so designated without a good faith  
11 belief that it has been maintained in a confidential, non-public manner, and  
12 there is good cause why it should not be part of the public record of this case.

13 **2. DEFINITIONS**

14 2.1 Action: Maria Guadalupe Diaz; A.D., a minor by and through his  
15 Guardian Ad Litem, Maria Guadalupe Diaz; A.D., a minor by and through his  
16 Guardian Ad Litem, Maria Guadalupe Diaz; Leonardo Diaz; and Ramona  
17 Ramirez De Diaz v. City of Torrance, and DOES 1 to 10, inclusive.

18 2.2 Challenging Party: a Party or Non-Party that challenges the  
19 designation of information or items under this Order.

20 2.3 "CONFIDENTIAL" Information or Items: information  
21 (regardless of how it is generated, stored or maintained) or tangible things  
22 that qualify for protection under Federal Rule of Civil Procedure 26(c), and  
23 as specified above in the Good Cause Statement.

24 2.4 Counsel: Outside Counsel of Record and House Counsel (as well  
25 as their support staff).

26 2.5 Designating Party: a Party or Non-Party that designates  
27 information or items that it produces in disclosures or in responses to  
28 discovery as "CONFIDENTIAL."

1        2.6 Disclosure or Discovery Material: all items or information,  
2 regardless of the medium or manner in which it is generated, stored, or  
3 maintained (including, among other things, testimony, transcripts, and  
4 tangible things), that are produced or generated in disclosures or responses  
5 to discovery in this matter.

6        2.7 Expert: a person with specialized knowledge or experience in a  
7 matter pertinent to the litigation who has been retained by a Party or its  
8 counsel to serve as an expert witness or as a consultant in this Action.

9        2.8 House Counsel: attorneys who are employees of a party to this  
10 Action. House Counsel does not include Outside Counsel of Record or any  
11 other outside counsel.

12        2.9 Non-Party: any natural person, partnership, corporation,  
13 association, or other legal entity not named as a Party to this action.

14        2.10 Outside Counsel of Record: attorneys who are not employees of  
15 a party to this Action but are retained to represent or advise a party to this  
16 Action and have appeared in this Action on behalf of that party or are  
17 affiliated with a law firm which has appeared on behalf of that party, and  
18 includes support staff.

19        2.11 Party: any party to this Action, including all of its officers,  
20 directors, employees, consultants, retained experts, and Outside Counsel of  
21 Record (and their support staffs).

22        2.12 Producing Party: a Party or Non-Party that produces Disclosure  
23 or Discovery Material in this Action.

24        2.13 Professional Vendors: persons or entities that provide litigation  
25 support services (e.g., photocopying, videotaping, translating, preparing  
26 exhibits or demonstrations, and organizing, storing, or retrieving data in  
27 any form or medium) and their employees and subcontractors.

28        2.14 Protected Material: any Disclosure or Discovery Material that is

1 designated as “CONFIDENTIAL.”

2 2.15 Receiving Party: a Party that receives Disclosure or Discovery  
3 Material from a Producing Party.

4 **3. SCOPE**

5 The protections conferred by this Order cover not only Protected  
6 Material (as defined above), but also (1) any information copied or extracted  
7 from Protected Material; (2) all copies, excerpts, summaries, or compilations  
8 of Protected Material; and (3) any deposition testimony, conversations, or  
9 presentations by Parties or their Counsel that might reveal Protected  
10 Material, other than during a court hearing or at trial.

11 Any use of Protected Material during a court hearing or at trial shall  
12 be governed by the orders of the presiding judge. This Order does not govern  
13 the use of Protected Material during a court hearing or at trial.

14 **4. DURATION**

15 Even after final disposition of this litigation, the confidentiality  
16 obligations imposed by this Order shall remain in effect until a Designating  
17 Party agrees otherwise in writing or a court order otherwise directs. Final  
18 disposition shall be deemed to be the later of (1) dismissal of all claims and  
19 defenses in this Action, with or without prejudice; and (2) final judgment  
20 herein after the completion and exhaustion of all appeals, rehearings,  
21 remands, trials, or reviews of this Action, including the time limits for filing  
22 any motions or applications for extension of time pursuant to applicable law.

23 **5. DESIGNATING PROTECTED MATERIAL**

24 5.1 Exercise of Restraint and Care in Designating Material for  
25 Protection.

26 Each Party or Non-Party that designates information or items for  
27 protection under this Order must take care to limit any such designation to  
28 specific material that qualifies under the appropriate standards. The



1 Designating Party must designate for protection only those parts of  
2 material, documents, items, or oral or written communications that qualify  
3 so that other portions of the material, documents, items, or communications  
4 for which protection is not warranted are not swept unjustifiably within the  
5 ambit of this Order.

6 Mass, indiscriminate, or routinized designations are prohibited.  
7 Designations that are shown to be clearly unjustified or that have been  
8 made for an improper purpose (e.g., to unnecessarily encumber the case  
9 development process or to impose unnecessary expenses and burdens on  
10 other parties) may expose the Designating Party to sanctions.

11 If it comes to a Designating Party's attention that information or items  
12 that it designated for protection do not qualify for protection, that  
13 Designating Party must promptly notify all other Parties that it is  
14 withdrawing the inapplicable designation.

15 5.2 Manner and Timing of Designations. Except as otherwise  
16 provided in this Order (see, e.g., second paragraph of Section 5.2(a) below),  
17 or as otherwise stipulated or ordered, Disclosure or Discovery Material that  
18 qualifies for protection under this Order must be clearly so designated  
19 before the material is disclosed or produced.

20 Designation in conformity with this Order requires:

21 (a) for information in documentary form (e.g., paper or  
22 electronic documents, but excluding transcripts of depositions or other  
23 pretrial or trial proceedings), that the Producing Party affix at a minimum,  
24 the legend "CONFIDENTIAL" (hereinafter "CONFIDENTIAL legend"), to  
25 each page that contains protected material. If only a portion of the material  
26 on a page qualifies for protection, the Producing Party also must clearly  
27 identify the protected portion(s) (e.g., by making appropriate markings in  
28 the margins).

1 A Party or Non-Party that makes original documents available for  
2 inspection need not designate them for protection until after the inspecting  
3 Party has indicated which documents it would like copied and produced.  
4 During the inspection and before the designation, all of the material made  
5 available for inspection shall be deemed "CONFIDENTIAL." After the  
6 inspecting Party has identified the documents it wants copied and produced,  
7 the Producing Party must determine which documents, or portions thereof,  
8 qualify for protection under this Order. Then, before producing the specified  
9 documents, the Producing Party must affix the "CONFIDENTIAL legend"  
10 to each page that contains Protected Material. If only a portion of the  
11 material on a page qualifies for protection, the Producing Party also must  
12 clearly identify the protected portion(s) (e.g., by making appropriate  
13 markings in the margins).

14 (b) for testimony given in depositions that the Designating  
15 Party identifies the Disclosure or Discovery Material on the record, before  
16 the close of the deposition all protected testimony.

17 (c) for information produced in some form other than  
18 documentary and for any other tangible items, that the Producing Party  
19 affix in a prominent place on the exterior of the container or containers in  
20 which the information is stored the legend "CONFIDENTIAL." If only a  
21 portion or portions of the information warrants protection, the Producing  
22 Party, to the extent practicable, shall identify the protected portion(s).

23 5.3 Inadvertent Failures to Designate. If timely corrected, an  
24 inadvertent failure to designate qualified information or items does not,  
25 standing alone, waive the Designating Party's right to secure protection  
26 under this Order for such material. Upon timely correction of a designation,  
27 the Receiving Party must make reasonable efforts to assure that the  
28 material is treated in accordance with the provisions of this Order.



1           **6. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

2           6.1. Timing of Challenges. Any Party or Non-Party may challenge a  
3 designation of confidentiality at any time that is consistent with the Court's  
4 Scheduling Order.

5           6.2 Meet and Confer. The Challenging Party shall initiate the  
6 dispute resolution process under Local Rule 37-1 et seq.

7           6.3 The burden of persuasion in any such challenge proceeding shall  
8 be on the Designating Party. Frivolous challenges, and those made for an  
9 improper purpose (e.g., to harass or impose unnecessary expenses and  
10 burdens on other parties) may expose the Challenging Party to sanctions.  
11 Unless the Designating Party has waived or withdrawn the confidentiality  
12 designation, all parties shall continue to afford the material in question the  
13 level of protection to which it is entitled under the Producing Party's  
14 designation until the Court rules on the challenge.

15           **7. ACCESS TO AND USE OF PROTECTED MATERIAL**

16           7.1 Basic Principles. A Receiving Party may use Protected Material  
17 that is disclosed or produced by another Party or by a Non-Party in  
18 connection with this Action only for prosecuting, defending or attempting to  
19 settle this Action. Such Protected Material may be disclosed only to the  
20 categories of persons and under the conditions described in this Order.  
21 When the Action has been terminated, a Receiving Party must comply with  
22 the provisions of section 13 below (FINAL DISPOSITION).

23           Protected Material must be stored and maintained by a Receiving  
24 Party at a location and in a secure manner that ensures that access is  
25 limited to the persons authorized under this Order.

26           7.2 Disclosure of "CONFIDENTIAL" Information or Items. Unless  
27 otherwise ordered by the court or permitted in writing by the Designating  
28 Party, a Receiving Party may disclose any information or item designated

1 “CONFIDENTIAL” only to:

2 (a) the Receiving Party’s Outside Counsel of Record in this  
3 Action, as well as employees of said Outside Counsel of Record to whom it  
4 is reasonably necessary to disclose the information for this Action;

5 (b) the officers, directors, and employees (including House  
6 Counsel) of the Receiving Party to whom disclosure is reasonably necessary  
7 for this Action;

8 (c) Experts (as defined in this Order) of the Receiving Party to  
9 whom disclosure is reasonably necessary for this Action and who have  
10 signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

11 (d) the court and its personnel;

12 (e) court reporters and their staff;

13 (f) professional jury or trial consultants, mock jurors, and  
14 Professional Vendors to whom disclosure is reasonably necessary for this  
15 Action and who have signed the “Acknowledgment and Agreement to Be  
16 Bound” (Exhibit A);

17 (g) the author or recipient of a document containing the  
18 information or a custodian or other person who otherwise possessed or knew  
19 the information;

20 (h) during their depositions, witnesses, and attorneys for  
21 witnesses, in the Action to whom disclosure is reasonably necessary  
22 provided: (1) the deposing party requests that the witness sign the form  
23 attached as Exhibit A hereto; and (2) they will not be permitted to keep any  
24 confidential information unless they sign the “Acknowledgment and  
25 Agreement to Be Bound” (Exhibit A), unless otherwise agreed by the  
26 Designating Party or ordered by the court. Pages of transcribed deposition  
27 testimony or exhibits to depositions that reveal Protected Material may be  
28 separately bound by the court reporter and may not be disclosed to anyone

1 except as permitted under this Stipulated Protective Order; and

2 (i) any mediators or settlement officers and their supporting  
3 personnel, mutually agreed upon by any of the parties engaged in  
4 settlement discussions.

5 **8. PROTECTED MATERIAL SUBPOENAED OR ORDERED**  
6 **PRODUCED IN OTHER LITIGATION**

7 If a Party is served with a subpoena or a court order issued in other  
8 litigation that compels disclosure of any information or items designated in  
9 this Action as “CONFIDENTIAL,” that Party must:

10 (a) promptly notify in writing the Designating Party. Such  
11 notification shall include a copy of the subpoena or court order;

12 (b) promptly notify in writing the party who caused the  
13 subpoena or order to issue in the other litigation that some or all of the  
14 material covered by the subpoena or order is subject to this Protective  
15 Order. Such notification shall include a copy of this Stipulated Protective  
16 Order; and

17 (c) cooperate with respect to all reasonable procedures sought  
18 to be pursued by the Designating Party whose Protected Material may be  
19 affected. If the Designating Party timely seeks a protective order, the Party  
20 served with the subpoena or court order shall not produce any information  
21 designated in this action as “CONFIDENTIAL” before a determination by  
22 the court from which the subpoena or order issued, unless the Party has  
23 obtained the Designating Party’s permission or unless otherwise required  
24 by the law or court order. The Designating Party shall bear the burden  
25 and expense of seeking protection in that court of its confidential  
26 material and nothing in these provisions should be construed as  
27 authorizing or encouraging a Receiving Party in this Action to disobey a  
28 lawful directive from another court.

///

1           **9.    A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO**  
2           **BE PRODUCED IN THIS LITIGATION**

3           (a)   The terms of this Order are applicable to information  
4 produced by a Non-Party in this Action and designated as  
5 “CONFIDENTIAL.” Such information produced by Non-Parties in  
6 connection with this litigation is protected by the remedies and relief  
7 provided by this Order. Nothing in these provisions should be construed as  
8 prohibiting a Non-Party from seeking additional protections.

9           (b)   In the event that a Party is required, by a valid discovery  
10 request, to produce a Non-Party’s confidential information in its possession,  
11 and the Party is subject to an agreement with the Non-Party not to produce  
12 the Non-Party’s confidential information, then the Party shall:

13                   (1)   promptly notify in writing the Requesting Party and  
14 the Non-Party that some or all of the information requested is subject to a  
15 confidentiality agreement with a Non-Party;

16                   (2)   promptly provide the Non-Party with a copy of the  
17 Stipulated Protective Order in this Action, the relevant discovery request(s),  
18 and a reasonably specific description of the information requested; and

19                   (3)   make the information requested available for  
20 inspection by the Non-Party, if requested.

21           (c)   If the Non-Party fails to seek a protective order from this  
22 court within 14 days of receiving the notice and accompanying information,  
23 the Receiving Party may produce the Non-Party’s confidential information  
24 responsive to the discovery request. If the Non-Party timely seeks a  
25 protective order, the Receiving Party shall not produce any information in  
26 its possession or control that is subject to the confidentiality agreement with  
27 the Non-Party before a determination by the court unless otherwise  
28 required by the law or court order. Absent a court order to the contrary, the  
Non-Party shall bear the burden and expense of seeking

1 protection in this court of its Protected Material.

2 **10. UNAUTHORIZED DISCLOSURE OF PROTECTED**  
3 **MATERIAL**

4 If a Receiving Party learns that, by inadvertence or otherwise, it has  
5 disclosed Protected Material to any person or in any circumstance not  
6 authorized under this Stipulated Protective Order, the Receiving Party  
7 must immediately (a) notify in writing the Designating Party of the  
8 unauthorized disclosures, (b) use its best efforts to retrieve all unauthorized  
9 copies of the Protected Material, (c) inform the person or persons to whom  
10 unauthorized disclosures were made of all the terms of this Order, and (d)  
11 request such person or persons to execute the “Acknowledgment and  
12 Agreement to Be Bound” attached hereto as Exhibit A.

13 **11. INADVERTENT PRODUCTION OF PRIVILEGED OR**  
14 **OTHERWISE PROTECTED MATERIAL**

15 When a Producing Party gives notice to Receiving Parties that certain  
16 inadvertently produced material is subject to a claim of privilege or other  
17 protection, the obligations of the Receiving Parties are those set forth in  
18 Federal Rule of Civil Procedure 26(b)(5)(B). This provision is not intended  
19 to modify whatever procedure may be established in an e-discovery order  
20 that provides for production without prior privilege review. Pursuant to  
21 Federal Rule of Evidence 502(d) and (e), insofar as the parties reach an  
22 agreement on the effect of disclosure of a communication or information  
23 covered by the attorney-client privilege or work product protection, the  
24 parties may incorporate their agreement in the stipulated protective order  
25 submitted to the court.

26 **12. MISCELLANEOUS**

27 12.1 Right to Further Relief. Nothing in this Order abridges the right  
28 of any person to seek its modification by the Court in the future.

1       12.2 Right to Assert Other Objections. By stipulating to the entry of  
2 this  
3 Protective Order, no Party waives any right it otherwise would have to  
4 object to disclosing or producing any information or item on any ground not  
5 addressed in this Stipulated Protective Order. Similarly, no Party waives  
6 any right to object on any ground to use in evidence of any of the material  
7 covered by this Protective Order.

8       12.3 Filing Protected Material. A Party that seeks to file under seal  
9 any Protected Material must comply with Local Civil Rule 79-5. Protected  
10 Material may only be filed under seal pursuant to a court order authorizing  
11 the sealing of the specific Protected Material. If a Party's request to file  
12 Protected Material under seal is denied by the court, then the Receiving  
13 Party may file the information in the public record unless otherwise  
14 instructed by the Court.

15       **13. FINAL DISPOSITION**

16       After the final disposition of this Action, as defined in Section 4, within  
17 60 days of a written request by the Designating Party, each Receiving Party  
18 must return all Protected Material to the Producing Party or destroy such  
19 material. As used in this subdivision, "all Protected Material" includes all  
20 copies, abstracts, compilations, summaries, and any other format  
21 reproducing or capturing any of the Protected Material. Whether the  
22 Protected Material is returned or destroyed, the Receiving Party must  
23 submit a written certification to the Producing Party (and, if not the same  
24 person or entity, to the Designating Party) by the 60 day deadline that (1)  
25 identifies (by category, where appropriate) all the Protected Material that  
26 was returned or destroyed and (2) affirms that the Receiving Party has not  
27 retained any copies, abstracts, compilations, summaries or any other format  
28 reproducing or capturing any of the Protected Material. Notwithstanding



1 this provision, Counsel are entitled to retain an archival copy of all  
2 pleadings, motion papers, trial, deposition, and hearing transcripts, legal  
3 memoranda, correspondence, deposition and trial exhibits, expert reports,  
4 attorney work product, and consultant and expert work product, even if  
5 such materials contain Protected Material. Any such archival copies that  
6 contain or constitute Protected Material remain subject to this Protective  
7 Order as set forth in Section 4.

8 **14. VIOLATION**

9 Any violation of this Order may be punished by appropriate measures  
10 including, without limitation, contempt proceedings and/or monetary  
11 sanctions.

12 **IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.**

13 DATED: October 17, 2025 LAW OFFICES OF DALE K. GALIPO

14  
15 /s/ Eric Valenzuela

16 Dale K. Galipo

Eric Valenzuela

Attorneys for Plaintiffs

MARIA GUADALUPE DIAZ; A.D., a minor  
by and through his Guardian Ad Litem,

MARIA GUADALUPE DIAZ; A.D., a minor  
by and through his Guardian Ad Litem,

MARIA GUADALUPE DIAZ; LEONARDO  
DIAZ; and RAMONA RAMIREZ DE DIAZ

21 DATED: October 17, 2025 JONES MAYER

22  
23 /s/ Angela M. Powell

24 Angela M. Powell

Thurgood M. Wynn

Attorneys for Defendant

CITY OF TORRANCE

26  
27 [JUDGE'S ORDER AND SIGNATURE FOLLOWS]  
28

**FOR GOOD CAUSE SHOWN, IT IS SO ORDERED AS MODIFIED.**

DATED: 10/17/25

/s/

HON. JACQUELINE CHOOLJIAN  
U.S.MAGISTRATE JUDGE

**EXHIBIT A**

**ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND**

I, \_\_\_\_\_ [full name], of \_\_\_\_\_ [address], declare under penalty of perjury that I have read in its entirety and understand the Stipulated Protective Order that was issued by the United States District Court for the Central District of California on October 17, 2025, in the case of *Maria Guadalupe Diaz, et al. v. City of Torrance, et al.*, Case No. 2:25-cv-03389-JLS (JCx). I agree to comply with and to be bound by all the terms of this Stipulated Protective Order, and I understand and acknowledge that failure to so comply could expose me to sanctions and punishment in the nature of contempt. I solemnly promise that I will not disclose in any manner any information or item that is subject to this Stipulated Protective Order to any person or entity except in strict compliance with the provisions of this Stipulated Protective Order.

I further agree to submit to the jurisdiction of the United States District Court for the Central District of California for the purpose of enforcing the terms of this Stipulated Protective Order, even if such enforcement proceedings occur after termination of this action. I hereby appoint \_\_\_\_\_ [full name] \_\_\_\_\_ of \_\_\_\_\_ [address and telephone number] \_\_\_\_\_ as my California agent for service of process in connection with this action or any proceedings related to enforcement of this Stipulated Protective Order.

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_

City and State Where Sworn and Signed: \_\_\_\_\_

STIPULATION AND PROTECTIVE ORDER